SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 617 OFFICERS AND EXECUTIVE BOARD

MARCH 1, 1989

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SERVICE EMPLOYEES INTERNATIONAL UNION NEGOTIATING TEAM

John Johnson Curtis Grimsley Mary Karriem



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PREAMBLE

WHEREAS, THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX, NEWARK, NEW JERSEY (hereinafter the "Board") seeks to promote and maintain mutually harmonious relations between the Board and those of its employees who are represented by the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 617 (hereinafter the "Union") and who may be affected by the terms of this Agreement; and

WHEREAS, the Legislature of the State of New Jersey has enacted into law, Chapter 303 and Chapter 123 of the Laws of New Jersey, known as the "New Jersey Employer-Employee Relations Act" (N.J.S.A. 34:13A-1 et seq.); and

WHEREAS, the Board is subject to the rules and regulations of the Civil Service Commission as set forth in Title 11, N.J.S.A.; AND

WHEREAS, the Board is subject to the provisions of Title 18A N.J.S.A. and the rules and regulations of the New Jersey Board of Education; and

WHEREAS, the parties heretofore have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303 and Chapter 123 or the rules and regulations of the New Jersey Civil Service Commission, or Chapter 18A and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, the Union has presented proof that it represents a majority of the employees herein certified as an appropriate unit for the purposes of collective negotiations;

NOW, THEREFORE, THIS AGREEMENT is made and entered into effect as of the 1st day of March, Nineteen Hundred and Eighty-Nine by and between the Board and the Union as follows:

ARTICLE I Recognition

Section 1

The Board hereby recognizes the Union as sole and exclusive bargaining agent for all full and part-time employees of the Board under the following categories:

TITLE	CODE NO.
Account Clerk	001
Graphic Artist	007
Assistant Buyer	800
Assistant Custodian	009
Delivery Worker	014
Truck Driver	016
Bus Attendant 12 mo.	018
School Security Guard Bil.	019
Account Clerk Typing	020
Clerk	. 021
Clerk Steno Ad. Office	024
Clerk Typist	026
Computer Operator	027
Console Operator	028
Chauffeur	030
Data Control Clerk	031
Omnibus Operator 1	034
Dental Assistant 10 mo.	. 035
Expeditor	040
Head Expeditor	042
Head Account Clerk	044
Personnel Clerk Typing	046
Keypunch Operator	047
Laborer	049
Med. Lab. Tech.	054
Nurses Aide	055
Medical Transcriber	056
Principal Account Clerk	057
Principal Clerk	058
Principal Clerk Bookkeeper	059
Principal Clerk Steno	060
Programmer	061
Sub. Security Guard	062
Radio Operator Technician	064
Bil. Clerk Typing	065
Part-Time Security Guard	067
School Security Guard	069
Security Guard TPAF	070
Transportation Coord.	071
Senior Clerk	073
Senior Clerk Typist	074
Data Entry Machine Clerk	076
Bilingual Clerk Typing 10 mo. Senior Personnel Clerk	070
Sellioi Fersollilei Clerk	079

TITLE	CODE NO.
Principal Personnel Clerk Research Assistant	082
Stock Handler P/D Clerk Typist P/D	
Clerk Steno P/D	
Stat. Clerk	083
Stock Clerk	085 086
Stock Handler Sr. Textbook Technician	088
Principal Account Clerk Typing	089
Guard of Public Property PD	093
Systems Analyst	095
Employee Benefit Clerk	100
Textbook Technician	101
Visual Aide Technician	102
X-Ray Technician 10 mo.	103
Senior Clerk Bookkeeper Senior Account Clerk	104 105
Office App. Operator	103
Electronics Repairer	108
Senior Clerk Steno	109
Offset Machine Operator	111
Recept. Typing	123
Health Benefit Clerk	125
Sr. Library Asst. Typing	127
Principal Clerk Typing Principal Lib. EDP	145 146
Sr. EDP Ctl Clerk	147
Community Service Planner	153
Laborer Maint.	156
Sr. Maint. Rep.	157
Upholsterer	158
Pr. Library Asst.	159
Electrical Repairer	161
Tool Clerk	162 163
Pur. Mat Con Clerk Chauffeur PRDM	165
Mechanic Auto	166
Sr. Office Appliance Operator	168
Mail Clerk	169
Photographer	171
Public Information Asst.	172
Public Information Aide Sr. Public Information Asst	175 176
or Public information ASSI	1/h

TITLE	CODE NO.
Principal Payroll Clerk	178
Senior Payroll Clerk	179
Investigator	180
Security Officer	181
Payroll Clerk	182
Principal Data Control Clerk	183
Accounting Assistant	186
Payroll Control Clerk	187
Guard Public Property	191
Comm. Operator	192
Bus Attendant Sub.	202
Microfilm Machine Operator	205 207
Senior Investigator	207
Senior Clerk Transcriber Steamfitter Helper	209
Senior Clerk Steno Bilingual	210
Senior Employee Benefit Clerk Typing	210
Senior Data Entry Machine Operator	214
Senior Stock Clerk	215
Senior Employees Benefit Clerk	216
Construction Insp.	217
Sr. Audio Visual Tech.	2.17
Mechanic's Helper	219
Senior Account Clerk Typing	220
Senior School Construction Insp.	222
Assistant Personnel Technician Typing	225
Word Processing Operator	228
Dissem. Specialist	256
Bus Escort—Part Time	257
Receptionist	258
Telephone Operator	271
Fork Lift Operator	273
Telephone Operator Receptionist Typing	274
Receptionist Typing—Bilingual	275
Architectural Assistant	284
Field Representative—Contract Compliance	286
Custodial Worker	300
Custodial Worker TPAF	301
Maintenance Repairer/Welder	302
Intrusion Alarm Specialist	306
Sr. School Security Guard	320
Training Technician Typing	327 341
Assistant Coordinator—. Federal/State Aide Sr. Computer Operator	341
Assistant Personnel Technician	343
Assistant i ersonner i echinician	343

IIILE	CODE NO.
Pension Fund Technician	352
Personnel Clerk	354
Senior Microfilm Operator	360
Program Analyst	361
Assistant Budget Examiner	365
Sr. Personnel Clerk Typing	366
Administrative Clerk	367
Senior Buyer	369
Buyer	370
Research Assistant PD	522
Research Specialist	528
Bilingual Clerk Steno	755
Lifeguard	957
Research Consultant	
Community Consultant	

Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Union and defined as the negotiating unit.

Section 3

Any clause in the contract referring to Union Stewards, it is understood that this term is to be Union Stewards or Building Representatives.

ARTICLE II

Union Membership

Section — Continuance of Membership

All present employees who are members of the Union on the date of execution of this Agreement may remain members of the Union. All new employees who are hired during the term of this Agreement may become and remain members of the Union. The Board or any of the staff shall in no way or form interfere with, discourage or constrain either the solicitation of membership by the Union, or the maintenance of membership in the Union by any of its employees in the Unit. Terms of such membership are to be subject to applicable law and may be changed in conformance with such laws.

Section 2 — Dues Deduction

The Board shall deduct and transmit monthly membership dues and other proper assessments from the earned wages and/or salaries of each Union member in the unit upon the written authorization of the employee. In the event an employee is not eligible for payment on the date of customary dues deduction, such deduction will be made from the payroll of the next regular pay period.

Deduction of dues shall date from the date of submission on or before the payroll date on which such deductions are made.

Deduction of dues shall be made from the pay period following the first pay period in the month. A certified listing showing the amount of dues deducted and the date of such deduction of all bargaining unit employees shall be forwarded to the Union seven (7) days after the deduction. The listing shall show the current employment status of all bargaining unit employees. Employees on leave shall make their payment of dues directly to the Union office, and the Board shall be saved harmless by making notification to the Union of such leave and the nature thereof

Section 2A — COPE Deduction

The Board shall deduct and transmit monthly to the Union, the COPE deduction for members who have submitted a signed authorization card for such deduction.

Section 3 — Non-Discrimination

The parties shall not discriminate against any employee or applicant for employment, or membership in the Union or representative by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age or marital status. No employee shall be discriminated against or interfered with because of proper union activities.

Section 4

Any new hire in this union who does not make application for membership in the Union within thirty (30) days from the date of employment shall have deducted from his/her salary by the Board eighty-five percent (85%) of the monthly Union dues.

The Board shall deduct the sum of eighty-five percent (85%) of the rate of the S.E.I.U., Local 617 union dues from each and every non-union member of the bargaining unit represented by the Union.

ARTICLE III

Bulletin Boards

The Board shall permit the Union appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Union business and activities and concerning wother appropriate notices with respect to the welfare of employees in this unit. Each Union notice to be posted shall be sent to the Personnel Director with a covering letter authorizing the posting of such notice, and signed by an officer of the Union, over the seal of the Union organization.

ARTICLE IV

Grievance Procedures

Section 1 — Definition

A grievance is defined as a complaint or dispute by an employee in the unit with the Board or any agent of the Board with Administrative or Supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement, or any other rules and regulations of the Board, or the Civil Service Commission, or the New Jersey State Board of Education which may apply to the said employees.

Section 2 — General Procedures

- STEP 1 In the event that any grievance should arise between an employee and his immediate superior or superiors, the employee, together with a union representative, shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.
- STEP 2 If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee, together with the union representative, may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned superior who shall respond in writing to the employee and who shall forward copies of his reponse both to the Union and the appropriate Assistant Executive Superintendent or his designee.
- STEP 3 If no satisfactory resolution of a STEP 2 grievance is reached within five (5) working days, the grievant or the Union will appeal the decision at STEP 2 to the appropriate Assistant Executive Superintendent, or his designee, who shall within five (5) working days, conduct a conference with the employees and a Union representative to review the grievance. The appropriate Assistant Executive Superintendent or his designee shall submit a written decision on the grievance to the employee and the Union.

STEP 4 In the event a grievance shall not have been settled as a result of the above procedures, the employee and the Union shall have the grievance submitted to binding arbitration by giving notice within ten (10) working days after the Step 3 decision has been given to the employee and the Union. A written request for arbitration shall be sent to the Board's grievance committee requesting

such arbitration to be conducted as described below:

- (B) The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.
- (B)2 The arbitration shall be conducted by a single arbitrator. The Board and the Union shall mutually agree upon a single Arbitrator, to be chosen mutually for a period of one year. The arbitrator shall be selected from a panel submitted by the New Jersey State Board of Mediation or the American Arbitration Association and the expenses of such arbitrator shall be borne equally by both parties.

The arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this Article.

- (C) In the performance of his duties it shall be bound and comply with the provisions of this Agreement. He shall have no power to add to, delete from or modify nin any way of the provisions of this Agreement. His decision shall be binding and in writing and shall set forth his opinions and conclusions on the issues submitted.
 - The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement, or applicable law, or rules and regulations having the force or effect of law. His decisions shall not usurp the functions or power of the Board as provided by law.
- (D) The Arbitrator shall be instructed by parties that his decision shall be rendered no later than thirty (30) days after the STEP FOUR (4) hearing.
- (E) At the end of each school year, the parties shall meet and review the continuance or the selection of a new arbitrator for the coming fiscal year.

Selection 3 — General Provisions

- A. Nothing contained herein shall prevent any member in this unit from presenting his own grievance and representing himself, providing notification of all meetings, steps, and written responses are given to the Union and the Union is given the opportunity to be present at any or all steps of the grievance procedure.
- B. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to a higher step.
- C. Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.
- D. In the event that the time limitation imposed in the procedures outlined below, as to discussion, hearing and decision, are not complied with, the grievance shall be moved to the next highest step.
- E. Any and all provisions of this Agreement pertainint to grievances and arbitration shall be subject to the Civil Service Rules and Regulations, and the grievance procedures established herein shall not apply to any matter which is cognizable under Civil Service Statutes, or Civil Service Rules and Regulations. Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regard to this matter, he shall be accompanied by a representative of the Union who shall represent him at any such hearing.

Section 4 — Time Limits for Filing Grievances

- A. A grievance must be filed at STEP 1 within sixty (60) calendar days from the date on which the act is the subject of the grievance occurred, or sixty (60) calendar days from the date on which the individual employee should reasonably have known of its occurrence, except payroll errors and related matters shall be deemed a continuous grievance and not subject to the sixty (60) day limitation above.
- B. In the event a grievance is filed on or after June 1st, responsible efforts shall be made to reduce the time limit set forth at each step of the grievance procedure so that the grievance procedure may be exhausted prior to the end of the fiscal year, June 30th.

- C. Where a grievance is directly concerned and is shared by more than one employee, such group grievance may be properly initiated at STEP 2, if such step is the first level of supervision common to the several grievants.
- **D.** A grievance that is not appealed to the next step shall be deemed an acceptance of the decision rendered at the last step submitted.
- E. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure, provided, however, that nothing contained herein shall deprive the Board or any employee of any legal rights.

ARTICLE V

Union Business Leave

Section 1 — Negotiation On School Time

Time and negotiations will be as mutually agreed upon by the Union and the Board. Members of the Union negotiating committee shall be granted administrative leave with pay if negotiations take place on school time. No more than six (6) employees shall have the right to receive pay under this provisions. Each employee shall be granted administrative leave with pay, the day following a negotiation session, if the sessions lasts past 11:00 p.m. If the Union duly authorizes a bargaining unit member to represent them during the formal hearing of grievances, and if such hearing of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty, without loss of pay, for such time as may be necessary to hear the grievance.

Section 2

Leave of absence, without pay, shall be granted by the Board to the President of the Service Employees International Union, Local 617, and to two additional Union members upon their personal request and the request of the Union to work for the Union, provided he/she is a permanent employee as provided by law and the rules and regulations of the Board of Education and the Civil Service Commission.

No more than three (3) such leave of absence shall be granted at any one time. Such leaves shall be granted for a period of not more than one (1) fiscal year, from July 1st to June 30th, from the effective date of approval by the Board, and be renewed upon mutual approval of the Board and the Union. Applications of renewal of said leave shall be submitted to the Board at least sixty (60) days prior to the end of the leave year.

When any individual granted such leave of absence returns to regular employment with the Board, he shall be placed on the step of the salary schedule that he would have attained had he been continuously employed during such absence. There shall be no loss of seniority or any other right available to him under the law or the terms of this Agreement because of such leaves of absence

Section 4

Any employee granted such leave of absence shall have the right to have maintained on the same basis of all employees in any employee welfare plans available to Board employees for hospital costs, medical surgical benefits, major medical insurance, and any other such benefits upon regular payment of his behalf to the Board for continued participation in such employee welfare plans, provided the Board of Plan insurers will permit it.

Section 5

The Board agrees to provide business leave of absence with pay for seven (7) delegates of the Union to attend Union educational seminars. A total of ten (10) of such leaves may be used each year, provided that no one individual shall be granted more than ten (10) days from July to July. The provisions of this section shall in no way restrict the Union from requesting additional such days or the Board from granting them. This business leave is to be used exclusively for participation in any convention or other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs of Stewards and union officers and for which appropriate approval by the Personnel Director is required.

After the date of signature of any new contract, the Union shall notify the Board in writing that no later than thirty (30) days after the signing of the agreement; all stewards and officers shall be granted two (2) days in addition to any leave that may be requested for a stewards training course. Such course to be conducted by the Union.

Any limitation on the number of business leaves and the amount of persons to be granted such leave shall be submitted in writing to the Personnel Director and a copy of said request shall be provided by the Union to the Supervisor and the Board shall not refuse such leave as long as such leave provision shall not exceed the provisions of the foregoing section.

Leave as provided in the first paragraph of this section will be granted to individuals as authorized by the Union. At least two (2) weeks notice shall be given to the Board's Personnel Director. Authorization for the request must be substantiated by the Union. In addition, the Board agrees to provide leave of absence, without pay, for no more than three (3) members to serve as delegates to attend Union educational seminars.

ARTICLE VI

Leave of Absence

Upon making timely written application, a permanently employed member of this unit may apply for a leave of absence without pay, for a period not exceeding ninety (90) calendar days. Such request shall include the reason therefore and the Board shall give due consideration to each application. Such leave of absence may be renewed for an additional period, not to exceed ninety (90) calendar days, upon formal written application to and subject to the approval of the Board. No more than three (3) such leaves at maximum shall be permissible at any one time, based on the seniority rotation of the building.

ARTICLE VII

Probationary Period

Section 1

Where a list exists it may not be circumvented. Where no list exists, the Board will request an immediate examination and certification of the list by Civil Service.

Section 2

Any employee who have passed a promotional examination and has been certified on a complete or incomplete list in a position where a provisional vacancy is presently employed, and there is no open competitive list the employee shall be hired and given a ninety (90) day probationary period.

During that ninety (90) days, an employee shall be evaluated at least three (3) times. The evaluations shall be made at twenty-five (25) day intervals wherever possible. Such evaluations shall be made openly and every written evaluation of performance of any employee shall be submitted to the Union and the employee by the individual authorized to make such evaluations.

Should the parties disagree upon the evaluation, then either party may initiate a grievance in accordance with the procedures set forth in this agreement.

Section 3

Any employee assigned or promoted to a higher promotional position shall be deemed to be on trial in such position and his status in that position shall be subject to the applicable provisions under the rules and regulations of the Board and the Civil Service Commission.

Section 4

The Board shall have no obligation to reemploy any nonpermanent employee who may be dismissed during his trial or probationary period.

Section 5

A per diem employee who works at the same location for sixty (60) consecutive days shall be made provisional if there is no Civil Service certification for the title in which he/she holds per diem status. Within thirty (30) days after the first year of this contract, this provision shall be reopened for negotiations by either the Board or the Union.

ARTICLE VIII — A Work Week

Section 1

Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to members of the bargaining unit, and except for such additional holidays as may be granted from time to time to said bargaining unit members, their regular work week will consist of five (5) days beginning on Monday and ending on Friday, except for those not scheduled to work Monday through Friday.

Section 2 — Guards of Public Property

All Guards of Public Property who are not regularly scheduled to work Monday through Friday shall have their schedules rotated.

ARTICLE VIII — B Work Day

Section 1

The work day shall be set according to the hours of current Board practice at the time of ratification of this Agreement.

Section 1A

The work day for custodial workers shall be 7:00 a.m. to 3:00 p.m. or 3:00 p.m. to 11:00 p.m. with a half hour (1/2) lunch hour for both shifts.

Section 2 — Altering the Work Day

With the consent of the employee concerned and upon notification to the Union, the scheduled hours for starting and ending the work day may be altered, except that the length of the work day shall not be altered and the hours of the work day shall remain continuous.

Where no consent is received, in the case of custodial workers and building service workers, then the work hours will be posted in accordance with the time limits set forth in the posting and bidding procedure. Where there are no applicants or an insufficient number of applicants, then changes in job assignments shall be on the basis of seniority, with preference being given to permanent employees in the choice of shifts. Provisional employees, on a separate seniority list from permanent employees, shall likewise be assigned to jobs and shifts on the basis of seniority.

Once an employee voluntarily changes his schedule, the new shift will not alter thereafter, except as provided for in this agreement. Each custodial worker shall receive a written copy of their work schedule. This work schedule shall include the full load. It is understood that work schedules are subject to change.

Section 3 — Chaffeurs

Chauffeurs assigned to work with one or more Journeymen (such as carpenters, plumbers, glaziers, electricians, etc.) whose schedule daily lunchtime is thirty (30) minutes, said chauffeur shall begin his work day at 8:00 a.m. and finish at 3:30 p.m. His lunch period must coincide with the Journeymen.

All other chauffeurs shall begin their workday at 8:00 a.m. and finish at 4:00 p.m.

Section 4 — Out of Town Expenses

At such times as the Board Chauffeur is assigned out of town and expenses shall be incurred, the Board shall issue out of town expense money to the chauffeur before his departure.

Section 5 — Duty Free Lunch Period

All lunch periods assigned to members of this unit shall be duty free lunch periods, and with the exception of an emergency. Any member of this unit who shall be requested to perform services during his lunch period shall be afforded a duty free lunch period during the respective work shift in that same work day.

Section 6

When any chauffeur is assigned to work with one or more journeymen (such as carpenters, plumbers, glaziers, electricians, etc.) whose scheduled daily lunch time is thirty (30) minutes, said chauffeur shall begin his work day at 8:00 a.m. and finish at 3:30 p.m. Thirty (30) minutes shall be granted to said chauffeur during the work day for purposes of lunch period and such lunch period must coincide with that of the journeyman with whom he works.

Section 7 — Board Chauffeurs

Such chauffeurs as are permanently assigned to chauffeur the cars designated for special use by members of the Board, the Executive Superintendent and the Assistant Executive Superintendent for Board Affairs. The work day of Board Chauffeurs shall begin at 8:00 a.m. and finish at 4:00 p.m. One hour during the day shall be granted each Board Chauffeur for purposes of a lunch period. It is agreed that Board Chauffeurs shall in every month be required to work an additional twenty-four (24) hours per month in order to chauffeur Board members, the Executive Superintendent, the Assistant Executive Superintendent for Board Affairs, and other designated individuals to Board meetings and conferences.

The supper time provision of this Section shall be applicable to Board Chauffeurs including such evenings as are included within the twenty-four (24) hours per month provision.

At such times as a Board Chauffeur is assigned out of town and expenses shall be incurred, the board shall issue out of town expense money to the Chauffeur before his departure.

Any Chauffeur assigned to the Executive Superintendent and/or the Board President shall not be recognized as members of the bargaining unit.

Security Guards and Bus Attendants (formerly bus monitors) shall begin their work day not earlier than 7:00 a.m., not later than 9:00 a.m., and finish eight (8) hours after reporting time except for those Guards working at Newark Evening High School of Fine and Industrial Arts, which schedule of work shall commence not earlier than 4:00 p.m. and terminate not later than 12:00 a.m.

Section 9

The supper time provision of this section shall be applicable to the chauffeurs described in this subsection on such days as when a chauffeur continues to work from 3:30 p.m. up to or past 8:00 p.m.

Section 10

Guard of Public Property shall be dispatched or assigned from central headquarters

Section 11

An employee shall not be docked for lateness unless such lateness exceeds fifteen (15) minutes in a pay period.

Section 12

All bargaining unit members shall be required to report their absence to their respective Supervisor not later than one half (1/2) hour prior to their scheduled starting time.

If a bargaining unit member calls to report a late arrival, salary for that employee's work shall be deducted in accordance with time missed based upon his/her current rate of pay.

Should a bargaining unit member fail to report to their assignment one half (1/2) hour after the official starting time that employee shall be considered absent without leave for the day and will be docked in salary.

ARTICLE VIII - C

Overtime

Section 1

Overtime shall be defined as extra work performed by a member of the unit above the regular work hours which prevail at the time of the ratification of this Agreement, or at any time during a holiday, Saturday or Sunday. All such overtime shall be calculated on the basis of time and one-half, that is the regularly hourly rate of pay multiplied by one and one-half (1 1/2).

Section 2

For purposes of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.

Section 3

For all employees covered under this agreement, overtime shall be paid at the hourly rate of pay multiplied by one and one-half (1 1/2) on a daily basis.

Section 4

Any employuee who works overtime shall be paid for the overtime within thirty (30) days from the date he/she worked overtime.

Section 5 — Chaffeurs

Overtime work for chauffeurs will conform with the above and all such overtime work shall be duly authorized.

Chauffeurs who complete their work day at 3:30 p.m. shall have their overtime begin after that hour.

Should the nature of the overtime work performed by a chauffeur require a change of attire, the Supervisor of Motor Transportation shall grant the chauffeur a reasonable amount of time to complete such change of attire.

Section 6 --- Guards

If a Guard cannot carry out a particular overtime assignment, then he must wait until the next open slot-in rotation order.

Guards of Public Property shall be scheduled for any five (5) days between Monday through Sunday Overtime shall be paid after seven and one-half (7 1/2) hours in any one work day, or on their sixth or seventh consecutive day.

Section 7 — Night Shift

In the case of an employee working on Monday through Friday work schedule the period beginning on Friday night and overlapping into Saturday morning shall be considered as part of the regular work week up to eight (8) hours of work.

Section 8

The selection process of seniority for overtime shall begin with the employee with the most seniority.

No employee shall be forced to accept overtime, but every effort shall be made to cooperate in cases of emergency.

Employee shall be scheduled for overtime on a rotating basis selected by the amount of seniority.

Section 9 — Cail-In Time

In the event that a member of this unit is called for special work or other than a regular work day, he/she shall be called in for a minimum of four (4) hours of work.

ARTICLE IX

Holiday Schedule

Section 1

It is mutually agreed by the Board and Local 617 that the present number of holidays (19) shall be maintained for the life of this Agreement. Prior to adoption of the Civil Service Calendar, the Union will be notified and given an opportunity to review said schedule to insure inclusion of all previously listed holidays.

Once adopted this schedule shall be inserted or attached to the Agreement.

If by any act of the legislative authority, the traditional date of celebrating a particular holiday has been changed, the holidays listed shall, for purposes of this Article, be on such dates as are officially designated by such legislative authority and included in the official calendar of the Board.

Section 3

Should a holiday occur on an employee's regularly scheduled day off, that employee shall be entitled to his regular rate of pay (also known as "holiday pay") and an additional day off following the holiday.

Section 4

If an employee is AWOL the day before or the day after a scheduled holiday the employees shall not be paid for the holiday.

If an employee who has no available sick leave calls in sick the day before or the day after a scheduled holiday and does not receive approval for the use of a personal or vacation day that employee shall not be paid for the holiday.

Section 5

It is mutually agreed by the Board and Local 617 that the number of holidays shall be 19 holidays, for the life of this Agreement. the following are the holidays to be listed in this Agreement as part of the 19 paid holidays.

Independence Day
Labor Day
Columbus Day
Veteran Day
Election Day
Puerto Rican Discovery Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Years Day
Martin Luther King's Birthday
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

The Union and the Board shall negotiate the additional holidays to amount to 19 paid holidays that school is not in session, after the adoption of the school calendar.

Board of Education, Newark, New Jersey Holiday Schedule for Twelve-Month Employees

1988-1989

1988

July	4	Independence Day Thursday
September	2	Labor Day Monday
October	14	Columbus Day Observance Monday
November	5	Election Day Tuesday
	11	Veterans Day Observance Monday
	18	Puerto Rican Discovery Day Monday
	28	Thanksgiving Holiday Thursday
	29	Day After Thanksgiving Day Friday
December	23	Administrative Day Monday
	24	Day Before Christmas Wednesday
	30	Administrative Day Monday
	31	Day Before New Year's Day Tuesday
January	1	New Year's Day Wednesday
·	20	Dr. Martin Luther King's Monday
		Birthday Observance
February	12	Lincoln's Birthday Wednesday
	17	Washington's Birthday Monday
	• •	Observance
March	28	Good Friday Friday
May	26	Memorial Day Observance Monday

Section 7

Holiday Work Schedule

The following provisions shall apply to all Security personnel whose working hours are scheduled for any shift in a 24 hour period and whose regular work schedule includes weekends:

- The Division of Security Services shall post a notice of holiday work available not later than two weeks prior to the holiday(s).
- Employees interested in working on a holiday must sign his/her name to such notice not later than one week prior to the holiday(s).

- c. The Division of Security Services shall post a holiday work schedule as of the Wednesday preceding the service week in which the holiday falls.
- d. The holiday work schedule shall be based upon the list of interested employees. Employees shall be selected based upon seniority on a rotating basis.
- If there are not enough volunteers for holiday scheduling, the Division of Security Services shall have the right to assign employees to holiday work in reverse seniority on a rotating basis.
- f. If an employee works on the holiday, he/she shall be paid regular holiday pay plus time and one-half overtime.
- g. If the holiday falls on an employee scheduled day off, the employee shall be scheduled to receive the holiday on either the last scheduled work day preceding the holiday or the first scheduled work day following the holiday.
- h. It shall be the employee's responsibility to notify the Division of Security Services not later than one week prior to the scheduled day off which is a holiday as described in part g., whether he/she wishes to be scheduled for a holiday before or after the actual holiday.
- If there is no notice from the employee as described above, the Division of Security Services shall have the right to schedule the employee holiday.

ARTICLE X

Vacation

Section 1

Within one (1) month of employee's request for vacation period, the employee shall be notified of his authorized vacation schedule. Whenever vacation schedules conflict, seniority shall prevail. No employee will be required to reschedule his vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the appropriate director, and with the consent of the employee, after notification to the employee and the Union.

Notification of vacation days accumulated will be given to employees on or before April 1st of each year. Employees covered by this Agreement shall be notified as to their vacation schedule on or before April 1st. Except for such cases as are approved by the appropriate director, no single vacation period shall be longer than fifteen (15) working days. Earned vacation may be accumulated up to, but not to exceed the number of days earned for two consecutive years. Vacations may be taken at any time between January 1st and December 31st, upon giving thirty (30) days written notice to the appropriate director. If for reasons beneficial to the operation of the Newark School system and approved by the appropriate director, an employee consents to work for any or all of his earned vacation period, such employee shall be remunerated at his regular rate of pay. It shall be understood that such earned vacations not used by the end of the second year shall be forfeited.

In locations with two (2) or more employees of the same job classification, vacation shall be taken according to seniority.

Section 3

- A. The Board agrees that for the duration of this Agreement, its vacation policy as such policy relates to the number of vacation days and vacation pay of the employees covered by this unit shall be continued and there will be no reduction for the duration of this Agreement.
- B. After Attaining over:

One (1) year service 12 vacation days

Seven (7) years service 14 vacation days

Ten (10) years service 15 vacation days

Twelve (12) years service 16 vacation days

Seventeen (17) and over 20 vacation days

Section 4

Any earned vacation time requested by the employee to be taken during the school's Easter or Christmas vacation may be granted.

If requested by an employee of this unit, additional days off for personal use may be taken from time to time and charged to the employee's earned vacation.

It is agreed that the employee must give the Board sufficient notice in advance, before reporting off on such days.

Personal leave shall be requested at least two (2) working days prior to the day (days) requested.

Section 6

Any employee covered by this Agreement shall be entitled to receive vacation pay on the regular pay day immediately proceeding the employee's scheduled vacation.

In order to receive such vacation pay as described above, the employee shall file a request with his Department Supervisor for receipt of such pay, giving sixty (60) days notice, or upon receiving notice of approval, and such a request shall be approved by the employee's departmental administrator.

Section 7

In the case of severance from the job for any reason, including retirement, any accumulated vacation shall be paid in a lump sum or the effective date of severance or retirement shall be scheduled in order to afford the employee time in which to avail himself/herself of such accumulated time. The details of payment must be in accordance with the time limits and laws.

Section 8

Vacation entitlement shall be computed in accordance with the number of years of employment the employee will complete on their anniversary date of employment.

Section 9

An employee who, while on vacation, has suffered a serious disability due to injury or illness requiring professional medical treatment and who has been confined to bed or seriously restricted in mobility by the attending physician for more than five (5) vacation days may request that sick leave credits be substitutesd for vacation during each day of such disability or restriction.

A statement from a licensed physician fulfilling these requirements shall be submitted by the employee.

Section 10

All Security personnel shall be required to attend the Security Inservice Training Week once during every two year period, effective March 1, 1989.

ARTICLE XI

Fringe Benefits

Section 1

The Board agrees to make available to all employees in the unit and their dependents, without cost, a program of hospitalization, medical-surgical benefits and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available Blue Cross and Rider J., 14/20 Series Blue Shield, and major medical insurance, including dental benefits. The available program shall cover up to full family protection for each employee based on family and marital status.

Ten (10) month employees shall be eligible for all fringe benefits, insurance, etc., during the period of their seasonal layoff at no cost to the employee.

Section 2

Upon employment, the benefits described in Seciton 1 shall be made applicable to each newly employed member of the unit at th earliest possible date immediately following employment. All necessary forms, applications for such benefits, shall be filed on the first date of hire.

Section 3

Benefit plans shall be administered by a Board of Joint Trustees who shall become empowered to accept payment of premium from the Board for such benefit plans, transmit payment to insurance carriers, or to set up by accepted standards, funds or self-insured plans, as well as to administer and/or monitor the payment of benefits.

The Trustees shall provide such legal instruments in accordance with applicable law, that shall allow the Trustees to select an administrator who will be responsible to the Trustees for the efficient and expeditious operation of such benefit plans.

All personnel shall be paid by the plan in keeping with the guidelines which will be part of the indenture agreement and other regulations under which they will operate. It shall be the duty of the Trustees, working within the allotment of premium to find methods of increasing benefits, expediting benefit payments and keeping the Board and the employees covered aware of all privileges and rights.

The Board of Trustees shall consist of three (3) members selected by the Board and three (3) members selected by the Union. The above mentioned Trustees shall by mutual agreement select a qualified person to act as administrator who will direct the operation of the fund in accordance with the directives of the Trustees to keep and maintain the books and records of the fund, in addition to any other duties delegated to said administrator by the Board of Trustees. Should the Board of Trustees be unable to agree upon the selection of an administrator, the matter shall be referred to an arbitrator selected in accordance with the customary rules of selection or by appointment under the New Jersey State Board of Mediation where an arbitrator cannot be mutually accepted by both parties.

No trustees shall receive any monies from the fund other than reimbursement for expenses.

All monies are to be deposited in a fund account in banks in the City of Newark and their books and records shall be available for inspection by the Board, Union and any members covered by the fund. The fund shall be appropriately named by the Trustees. Such a fund shall be in conformance with the approved procedures or statutes of the New Jersey State Board of Insurance.

The Board shall act to remove itself from the scope of current benefit plans as they affect this unit so as to permit effectuation of this Article. The Board will not be required to incur any penalties by reason of this Article. Nor shall this Article cause any increase from total current expenditures for fringe benefits and health plans. Minimum programs under this Article shall include medical insurance, a major medical program, a dental program and Rider "J".

If and when any additional or supplemental fringe benefits are made available to any other unit or group of the Board's employees who are employed on a Non-Instructional basis and on a Non-Administrative basis of Non-Supervisory basis, such benefits shall be simultaneously granted to the employees covered by this Agreement.

Section 4

- A. The Board will provide the Union with \$400.00 per Bargaining Unit employee, per annum, effective July 1, 1989 for the benefits of Prescription drugs, Temporary Disability, Podiatry and Optical Benefits. This benefit will remain at \$400.00 per bargaining unit employee for the duration of this agreement.
- **B**. This payment will be made by the Board semi-annually based upon the actual number of bargaining unit employees on record.

Section 5

In accordance with Article XI — Section 3., "additional or supplemental fringe benefits" the Union shall receive "complete podiatry and eyeglass care (optinal plan) at no cost to the Union Members" Optical Plan to be effective September 1, 1978.

Section 6

The Board will make available life insurance to cover provisional employees. The cost of premiums shall be borne by the employee.

Section 7

- A. The Board and Union shall jointly select the administrator(s) to provide the benefits described in Section 4A above. All monies provided for the described benefits shall be administered by the benefit provider(s). Said providers shall be required to submit monthly reports to the board and the Union. All monies not expended in any particular year shall remain in a separate escrow account and shall be designated to raise the level of any one, combination of or all of the benefits described.
- B. At no time during the life of this agreement shall the cost to the Board or providing said benefits exceed \$400.00 per bargaining unit employee per annum as specified in section 4A of this article.

ARTICLE XII

Right To Know

Section 1

The Board shall, on request, make available to the Union the Board's official public records and educational and statistical data and information in the Board's possession which is not confidential, work-product, or the dissemination of which is prohibited by law.

Section 2

The Board shall furnish to the Union a printout on Employees Status, once a month.

ARTICLE XIII

Unionforms And/Or Protective Ciothing

All employees of this bargaining unit, for whom uniforms are supplied, whether by clothing allowance or by direct uniforms and have a hire date prior to July 1, shall receive such uniforms or clothing allowance no later than October 15, of each year.

Effective July 1, 1989 the clothing allowance of Two Hundred & seventy-five dollars (\$275.00) shall be payable to security guard employees before, but not later than October 15, 1989, for the first year of this agreement and October 15, 1990 for the second yedar of this agreement.

Effective July 1, 1991 the clothing allowance for security guards shall be increased to Three hundred (\$300.00) dollars and shall be payable to security guard employees before, but not later than October 15, 1991.

Effective July 1, 1989 the clothing allowance of One Hundred & Forty dollars (\$140.00) shall be payable to Nurses' Aides before, but not later than October 15, 1989, for the first year of this agreement and october 15, 1990 for the second year of this agreement.

Effective July 1, 1991, the clothing allowance for Nurses' Aides shall be increased to One Hundred & Fifty-five dollars (\$155.00) and shall be payable to Nurses' Aides before, but not later than October 15, 1991.

Employees who have been issued a uniform allowance, and/or uniforms, shall wear the regulation uniform in its entirety.

ARTICLE XIV

Absences and Leaves

Section 1 — Non-Occupational Sick Leave

All employees permanently employed, shall be entitled to fifteen (15) days of sick leave at full pay during each calendar year. Unused sick leave may be accumulated without limit. The Board may require proof of such illness by way of medical certificates or any other means the Board wishes to use.

The rules and regulations of the Civil Service Commission shall also apply to such leaves, where such rules and regulations are applicable.

Section 1A

Sick leave for purposes herein is defined to mean absence from duty of an employee because of personal illness by reason which such employee is unable to perform the usual duties of his/her position or exposure to contagious disease, or short period of emergency attendance upon a member of the immediate family becoming critically ill and requiring the presence of such employee. Whenever an employee takes sick leave because of emergency attendance upon a member of the immediate family, the employee shall submit a doctor's certificate detailing the nature of the critical illness and a statement by the employee justifying his or her required presence. Sick leave shall not be interpreted as including an extended period where the employee serves as nurse or housekeeper during a protracted illness of a member of the family.

Section 2 — Personal Days

All employees permanently employed, shall be entitled to three (3) days with pay of personal leave per calendar year, but no such unused personal leave may be accumulated.

Section 3

The Board may grant additional sick leave or personal leave with pay to an employee beyond the established limits whenever it deems such additional time is merited, and shall notify the Union of the granting of such additional leave and the reasons therefor.

Section 3A

If available, one (1) day of personal leave with full pay shall be granted to a father upon the birth of his child or to either parent to make final arrangements to adopt a child.

Section 4

Personal leave taken without prior notification, in cases of emergency, must be documented upon the employee's return to work.

Section 5

All employees covered by this Agreement shall receive full pay for absences resulting from the causes listed below and for the amount of time stated.

A. Death in the immediate family or household — five (5) consecutive working days immediately following the death. Employees absent as the result of the death of an immediate family member shall submit verification of relationship. Verification shall include mortician affidavit, newspaper obituary or funeral program. Death in the immediate family is defined as follows:

Spouse

Children

Mother (Stepmother, Foster Mother, Guardian, Mother-in-Law)

Father, (Stepfather, Foster Father, Guardian, Father-in-Law)

Sister

Brother

Grandmother

Grandfather

Any other relative residing in the household.

- **B.** Death of any other relative one (1) day the day of the funeral. No substitution of days shall be made.
- C. Absence because of court subpoena or Jury Duty time required as a juror shall be considered a full working day. Anyone assigned to an afternoon or evening shift shall be entitled to equal time off as leave with pay from his or her next regularly scheduled shift for all time spent while going to and from Court, serving on Jury Duty or answering subpoena. Equivalent leave with pay shall be granted to any such employee who is scheduled to work a shift other than a day shift, said leave to be granted during this next succeeding work shift.

- D. Absences up to one month when called for active reserve duty during any fiscal year.
- E. Copies of such subpoena, jury duty notice or order for active reserve duty shall be presented to the Board for verification of request.
- F. Absences resulting from quarantine.
- **G.** Attendance at a conference, upon being excused by the Executive Superintendent.
- H. Seniority rights shall be maintained during the period of any leave of absence granted pertaining to this Article. All employees on leave with pay shall continue to receive full benefits provided by the Board.

Section 6 — Maternity Leave

- A. Upon certification by a duly licensed physician and application by an employee, a leave for maternity shall be granted by the Board for a period of not more than one (1) year. An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee and examination by a duly licensed physician attesting to her ability to perform her duties satisfactorily.
 - Leave shall be extended for a period of one (1) year by the Board for care of child, if requested by the employee. An employee returning from maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective, except that when the employee has completed ninety (90) days or more of a school year, it shall count as a full year. Seniority rights shall also conform to new State and Federal regulations in reference to disability, sick or other compensation.
- B. Two weeks notice (or the next pay period) must be given to anyone taking the place of an employee on maternity leave when the employee on leave notifies the Board she plans to return from leave.
- C. The Board may grant two (2) weeks furlough to an employee without pay in case of marriage.

Section 6A

Any employee on maternity leave shall have their benefits continue through the first ninety (90) days of maternity leave.

Section 7

All sick, personal and leave time shall apply equally to both sexes.

Upon application for retirement, employees of the bargaining unit shall be eligible to apply for a Terminal Leave of Absence. To receive consideration under this provision, any employee shall have a minimum of fifty (50) accumulated sick days. At no time shall a Terminal Leave exceed a maximum of six (6) months. The Board retains exclusive right to approve or disapprove applications for Terminal Leave.

ARTICLE XV

No Strike Or Lock-Out Policy

The Union and the members of this unit agree that during the period of this Agreement, there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement. The Board agrees that at no time will it institute a lock-out of the employees in this Unit.

ARTICLE XVI

Conformity to Law and Saving Clause

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, than such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE XVII

Promotions and New Positions

Section 1

In the event any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity of competing for such positions.

Notice of all openings shall be posted in all schools and places of employment for a minimum of five (5) days. All notices of posting of positions that are vacated, new positions or promotional positions shall be sent to the Union one day prior to the date of posting such position.

- 2. In posting such notices, complete and full details with respect to all qualification, job specifications, and salary shall be included.
- 3. All employees in the unit shall have full and equal opportunity to compete for any such positions based on seniority and their being able to meet the required qualifications. In all cases where promotional exams are held, bargaining unit members shall be selected. Should no bargaining unit member be found eligible, the Board may select from the open competitive list.
- 4. Promotional rights shall be on a seniority basis, with first preference given to employees in their respective units.
- 5. Where no Civil Service certification exists, the Board shall post the said position, and said position shall be open to Board employees only. Where no applicants have been selected from Board employees the Board reserves the right to open said position to outside recruitment. Board employees not selected shall upon request be given a written explanation. This section shall be subject to the grievance procedure.

All vacancies shall be awarded on the basis of Civil Service Rules and Regulations and seniority shall apply where appropriate.

Section 3

Upon the request of ten (10) or more members of the employees involved to establish in-service training opportunities for competing for such positions, such classes shall be set up by the Board without cost to any employee.

Section 4

Any evidence to the effect that the qualifications have been so prepared as to seek to deliberately eliminate from competition presently employed members of the unit shall be on the basis of a grievance by the Union.

Section 5A

When an employee is promoted to a higher position, said employee shall be placed on the nearest step of the new salary range with an increase of no less than Three Hundred dollars (\$300.00).

Section 5B

When an employee is demoted to a lower position, said employee shall be placed on the nearest step of the new salary range with a decrease of no less than Three Hundred dollars (\$300.00).

Any employee who has passed a promotional examination and has been certified on a complete list in a position where a provisional is presently employed, shall be hired in the promotional title and given a ninety (90) day probationary period.

Section 7

The position of Board Chauffeur shall be deemed a senior position subject to title change according to Civil Service Rules and Regulations. This position shall be filled in accordance with the contract.

Section 8

In the case where a permanent employee is promoted but does not successfully complete the probationary period, the employee shall be returned to his/her previous job classification in the employee's most recent location without loss of seniority.

Section 9

Whenever any decision or recommendation is made by either the Board of Education or the Civil Service Commission changing the titles of any employee within the Bargaining Unit having any impact on their terms and conditions of employment, same shall be brought to the attention of the Union within ten (10) days, by mailing a copy of the Civil Service document or Board resolution to Local 617, and a meeting shall be called to negotiate salary and conditions of said employee or employees. The Union shall request such negotiations within ten (10) days of their receipt of the Civil Service document.

Section 10

Any provisional employee whose name appears on a complete or incomplete certification and is working in the title of the certification shall be appointed to the position he/she is working in on a permanent basis.

Section 11

When an employee's title changes as a result of a Department of Civil Service lateral title action, that employee shall be placed on the same step of the salary range as the employee was on prior to the lateral title change.

ARTICLE XVIII

Management Rights

Section 1

The Board retains the exclusive right to direct the work of the members of this unit, except as such right is affected or modified by the terms of this Agreement. This right shall include, but not be limited to the right to direct, hire, promote, assign, suspend, demote and discharge or take other disciplinary action with reference to its employees as provided by law and the rules and regulations of the Board and the Civil Service Commission.

Section 2

The Board's right to make reasonable rules and regulations governing the work of the employees of the unit shall not be limited except that any such rules and regulations shall be deemed to be modified to the extent necessary to be consistent with any applicable provision of this Agreement.

Section 3

Prior to the implementation of any rules or regulations affecting any changes in hours, wages or working conditions of employees in this unit by the Board or any of its authorized administrators, the Union shall be notified within seventy-two (72) hours by certified mail, return receipt requested.

ARTICLE XIX

Job Injury Compensation

Whenever any employee in the bargaining unit is absent as a result of personal injury caused by an accident arising out of and in the course of his employment, the Board shall:

- A. Pay to such employee the full salary and benefits on a regular basis for the period of such absence for up to one (1) calendar year without having such absence charged to annual sick leave or accumulated sick leave, or vacation time, in accordance with the provisions of N.J. Statutes 18A and N.J.S.A. 11:24A-4.
- B. The employee upon receiving the award from Workmen's Compensation shall remit or assign such award to the Board immediately. The Board shall not withhold any compensation as stated in Part A from the employee pending the award.

C. Any employee injured on the job, who has filled out an accident report and has been attended by a Board Physician and told when to report back to work, shall not have his or her pay interrupted because he/she does not have any sick time.

The provision shall not apply, if:

a. The injujry has been declared non-compensable by the Board's Workers Compensation Administrators.

An employee has been released to return to work and does not return to work.

Section 2 — Civil and Criminal Action

The Board recognizes that the employee in this unit are covered by the indemnity provisions of Title 18A:16-6 and 18A:16-6.1 or as such provisions are amended by the Legislature in terms of indemnity against civil action and certain criminal action.

ARTICLE XX

Suspensions and Disciplinary Action

Section 1

Disciplinary action may be imposed upon an employee only for a just cause. Any disciplinary action or measure imposed upon an employee or any intent to invoke disciplinary action upon said employee may be processed by that employee as a grievance.

In the Administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. In all matters where disciplinary action is contemplated the Board shall supply the employee and the Union Office with the charges and any written documentation submitted from which the charges are drawn. This information shall be submitted no less than five (5) days prior to the scheduling of any disciplinary hearing.

Section 2

All disciplinary action shall be progressive except in the case of an act of violence, criminal intent or bodily harm, an employee shall not receive any disciplinary action unless:

- Verbal Warning
- 2. A notice of warning is given, and a copy of such warning must be given simultaneously to the Union office.

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If the Board or any authorized agent of the Board has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before the other employees or the public. A member of the unit who receives a verbal or written administrative order to report to the Personnel Department, a supervisor or other administrative officer on a matter involving discipline, may be accompanied by a representative of the Union at the employee's request.

If during the course of a discussion between an employee and a representative of the employer, a matter should arise which would lead to a question of discipline, suspension, or discharge, the employee may, at that time, request such Union representative.

Section 4

The Board and Union agree that there will be no harassment of either party of a pending grievance, disciplinary action or arbitration while said action is in progress.

Section 5

If an employee has a disciplinary hearing the decision of the hearing officer shall be rendered within thirty (30) days.

Section 6

In the event an employee is given an immediate suspension for an overt act, he/she must have a hearing within ten (10) days of his/her suspension.

Section 7

If an employee is suspended or terminated as the result of a disciplinary hearing, said employee must be given ten (10) days written notice before the suspension or termination becomes effective.

Section 8

Any and all written reprimands concerning disciplinary actions shall be removed from the employee's personnel file three (3) years after the date of the reprimands. Any memorandum, notation or disciplinary action removed from an employee's file shall not be used in any future disciplinary aciton.

ARTICLE XXI

Transfers

Section 1

Employees of this unit who wish to make application for transfer of assignment to any existing vacancies, shall submit such application in writing to the appropriate Assistant Executive Superintendent or his designee, and such application shall include in the order of preference; the school or location wherein the employee wishes to be transferred. Any selection to fill an existing vacancy by those employees requesting transfer shall be based on consideration of seniority, qualification, personal preference, and in no way shall be incompatible with the welfare of the children and the community.

While serving in the capacity of steward or officer, an employee will not be transferred to another location without ten (10) days working days prior notice to the Union.

Section 2

On July 1, and January 1, of every year the Department of Personnel shall prepare lists of all vacancies unfilled at that time. In addition any employee seeking a transfer other than through a posting must submit their request within five (5) days of the above mentioned dates. This will be the only period this type of request can be made.

Prior to posting a vacancy the Personnel Department will review the requests submitted in June and January for any employees who may be interested in that vacancy. Should there be no persons interested in that location the position shall be posted.

There will be no limit to the number of requests an individual can submit on posted positions, however, they can receive no more than two (2) actual transfers over the course of one (1) year.

Upon request any employee who has applied for but has not been granted a transfer, will be given an explanation, in writing, by the Department of Personnel.

Section 3

No involuntary transfers shall be made for any reason except where there exists emergencies, absences or special circumstances where additional work forces are needed. In addition, no involuntary transfers shall be made for reasons of personal bias, vindictiveness or participation in Union activities.

Where requested, the Personnel Director shall furnish to the Union and the employee who has been transferred, an explanation in writing for the transfer.

Any employee who has been involuntarily transferred because of budget cuts from any location in the bargaining unit shall be given first preference to be reassigned to that location in the event the position at that location is restored, providing the employee requests the transfer.

ARTICLE XXII

Union Stewards

Section 1

The Union shall furnish the Board or other designees of the Board with a list of the Union stewards or Building Representatives and their locations. The Union shall notify the Board of any changes. The Board will furnish the Union with a list of the names, addresses and work locations of all the employees in the unit twice a year.

Both parties agree to recognize and deal with only properly authorized Board or Union representatives with reference to Union business. A steward shall be permitted upon request and approval of his immediate supervisor, to leave his work to investigate and adjust complaints. In the event of the steward's absence, he shall have an alternate designated on his behalf.

The Union shall have access, through the appropriate supervisor, of pertinent documentation relating to the grievance in question, and shall have the right to interview the aggrieved employee, supervisors, and witnesses during working hours.

While serving as a steward, an employee will not be transferred to another location without ten (10) working days prior notice to the Union and subject to grievance procedures.

Section 2 — Visitation Rights

A representative or representatives of the Union shall have access during working hours of all facilities, buildings, grounds, and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement. The facility office must be notified that the representative is in the building.

Principals shall be required to meet with the shop steward/building representative at their school three (3) times a year for the purpose of discussing issues of mutual interest. These meetings shall be scheduled by mutual consent and shall not exceed thirty (30) minutes in duration.

The shop steward/building representative shall submit to the Principal a written agenda at least forty-eight (48) hours prior to the scheduled meeting.

ARTICLE XXIII

Employee Performance Evaluation

Section 1

Employee performance shall be regularly evaluated by authorized members of the supervisory and administrative staff. Such evaluations shall be made openly and every written evaluation of performance of any employee shall be submitted to the Union and the employee by the individual authorized to make such evaluation.

Section 2

Employees shall be rated satisfactory or unsatisfactory. If an employe or the Union wish to contest the evaluation, then a conference shall be called between the authorized supervisory or administrative staff member making the evaluation, the employee and the Union. The matter shall be discussed. Should the parties accept recommendations for acknowledged deficiencies, than a date for a future evaluation shall be agreed upon.

Section 3

Should the parties disagree upon the evaluation, then either party may initiate a grievance in accordance with the procedures set forth in the Agreement. No record of any evaluation shall be entered into the employee's file unless mutual agreement is reached that such information is appropriate for filing.

Section 4

Upon request of the employee and the Union, an employee shall have an opportunity to review and examine pertinent documents in his personnel history file. The Board shall honor the request of such employee for copies of documents in the file. The Board shall have the right to have such review and examination to take place in the presence of an appropriate official of the Board. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her.

Such response will be included in his/her permanent personnel file and will be attached to and retained with the document in question. If any material, derogatory or adverse to the employee, is placed in the file in question, a copy of such material shall be sent to the employee, and is subject to the grievance procedure.

ARTICLE XXIV

Seniority

Section 1

SENIORITY — Seniority is defined as employment based on the length of continuous service with the Board within the title, from the date of hire, and rank.

During the term of office of any officer of the Union or steward, such officer or steward shall be placed at the head of the seniority list during the term of his/her office.

Section 2

SENIORITY LIST — A seniority list shall be made available to the Union twice a year — January 1 and July 1 — showing the date of hire and rank or last date of rehire of all employees in the bargaining unit. Seniority shall prevail in all matters where a preference may be established as provided by Civil Service Rules and Regulation.

Section 3

An employee shall on the day worked immediately following the successful completion of the probationary period be considered to have seniority as of the date of hire.

Section 4

All provisional employees to be laid off from the Newark Board of Education will be laid off in reverse seniority, and shall be given two (2) weeks prior notice of said lay-off.

ARTICLE XXV

Miscellaneous

Section 1 — Labor Management Committee

A Labor-Management Committee consisting of representatives of the Board and the Union shall be set up for the purpose of reviewing issues of common interest. Such committee shall meet not less than two (2) times a year.

Section 2 — Job Description

Appended to this Agreement shall be attached a job description of the work of the employees of this unit as filed with the Civil Service Commission.

Section 3 — Travel Allowances

Any member of the bargaining unit who may be called upon to travel from his assigned station to another installation for carrying out his duties shall be compensated by the Board for his cost of travel within one (1) month of receipt of the voucher, unless he is transported by the Board.

Section 4 — Light Duty

Any employee returning from sick leave and requesting light duty must be approved by the Board's doctor. Such employee who is not able to perform their regular work may be transferred to work they are able to perform shall be paid no less than their basic rate of pay for a period not to exceed one (1) month, subject to review at the end of thirty (30) days, but the total duration of the light duty shall not exceed four (4) months, to be reviewed monthly, after which their rate shall be adjusted to established rate of job to which assigned.

Section 5 — Special Duty

In the event a chauffeur's license should be suspended for any job related driving offense, the Board shall place that chauffeur on "special assignment" for that period of suspension in order that he may be gainfully employed during that period of time.

Section 6 — Availability of Contract

Within sixty (60) days after the signing of this Agreement by the parties, the Union shall procure 2,000 copies of this Agreement, printed in a Union House, cost to be borne by the Board.

Section 7 — Orientation

The Board shall establish orientation programs for all new employees within the various departments. The Union will be invited to the orientation programs for new employees. Prior notification shall be given to the Union of training program and the contents thereof.

Section 8 — Personal Vehicles

No employee shall be required to use thier own personal vehicles for Board business, unless travel allowance is agreed upon with the Union and the employer, and the Board shall provide complete indemnification of the employee and the vehicle while in such use.

Section 9 — Use of Board Vehicles

No licensed Board vehicle used at any time to transport equipment, supplies, books, Board members, administrative staff, or any other materials or personnel (which have as a matter of previous practice been driven by members of the chauffeurs bargaining unit) shall be driven by any employee of the Board other than a member of the Union Chauffeurs bargaining unit, with the exception of cars designated for the specific purpose of patrolling the intrusion larm system, and other such emergency situations directly related to the security maintenance of the school system, and the designated cars driven by security supervisory personnel for the purpose of patrolling the security system.

Section 9A

Any employee, who during the course of his/her normal duties and responsibilities is required to drive a Board owned or leased vehicle shall be required to maintain his/her driver's license in good standing.

Any employee, who has had his/her driver's license suspended shall receive suspension without pay from the Board for the period of the license suspension.

Section 10 — Working in Higher Position Title

Any employee assigned work in a classification over and above his normal job description shall be paid at the appropriate rate of pay for that job. Qualification for this pay shall be based on filing the vacancy for one (1) day or more.

The Board will make every reasonable effort to insure employees' entrance into buildings and site locations. In the event that the Board's effort to permit employees to successfully enter the building or site location or to be appropriately reassigned are not successful, said employee shall incur no loss of salary.

Section 12

The Board agrees to cooperate with the Union in the establishment of a Credit Union and will make appropriate deductions where authorized.

Section 13 — identification Cards

The Board shall issue to all Board Employees a Board Identification Card, which may be required to be worn in the work area for Security purposes.

Section 14 — Use of Schools

The Executive Superintendent shall, upon timely notification by the Union, grant to the Union the use of facilities in school buildings after school hours for the purpose of conducting general membership meetings. Such use must terminate no later than 6:00 p.m. Such use shall be granted provided that the use of the facilities shall not be in conflict with previously scheduled programs and activities.

Section 15 — Board Meetings

The Board shall make available to the Union three (3) copies of the Agenda of each Board meeting twenty-four (24) hours prior to each Board meeting or at the same time when such copies of the Agenda are made available to Board Members, whichever is sooner. The Union shall be allowed a period of ten (10) minutes to present at the conference meeting its views, providing it requests permission in accordance with Board rules and regulations.

Additionally, the Union may be heard as to any items affecting school welfare during that period of the Board's public meeting devoted to the presentation of statements by individuals and organizations. This provision shall remain in effect during the life of the agreement.

The Board shall initiate an award which may include cash, citation, certificate medals or other appropriate insignia to be given to employees for special accomplishment. Award to be given once a year.

Section 17

No permanent employee shall be laid-off without forty-five (45) days written notice.

ARTICLE XXVI

Matters Not Covered

Negotiations respecting changes in or additions to this contract involving matters related to employee wages, hours, and conditions of employment considered but not incorporated in this Agreement in the negotiations preceding the adoption of this agreement may be initiated at the written request of either party. The negotiating committee shall meet, unless otherwise mutually agreed upon, within seven (7) calendar days of the receipt of such request.

The negotiations shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

ARTICLE XXVII

Reopening Provision

The Board agrees that this Agreement may be reopened by the Union on November 1, 1991, for the purpose of negotiating over all matters concerning the employees' salaries, fringe benefits, working conditions and related matters in the school budget for the successor agreement. Any agreement reached relative to the employees' salaries, fringe benefits, working conditions and related matters shall be reduced in writing and shall be signed by the Board and the Union.

ARTICLE XXVIII

School Building Assignments

Section 1

In instances where the Board deems it necessary that an employee in this unit be utilized in a particular school building or location where activities and/or overtime are conducted after school hours, in making such assignments preference shall be given to employees who are assigned full-time in the said school building or location. In the event that an employee does not wish to avail himself of the opportunity for the additional work after school hours, than and in the event selection shall be made by the appropriate Director, based on seniority on a rotating basis, ability to perform the available work, and shall not be incompatible with the assignment or welfare of the children and the community.

Section 2

No employee shall be scheduled for overtime in another job classification, unless all employees presently working in the job classification have declined said overtime assignment.

However, if there is an emergency the Superintendent or Deputy Superintendent shall deem such emergency, but no emergency shall not exceed one (1) eight (8) hour work period.

Section 3

No students, volunteers or employees funded under the Federal Government Manpower Program, shall be used to replace any jobs performed by any member of the bargaining unit.

ARTICLE XXIX

Wages

Section 1A

As of March 1, 1989, all employees shall receive an increase of \$1,300,00.

As of March 1, 1990, all employees shall receive an increase of \$1,300.00

As of March 1, 1991, all employees shall receive an increase of \$1,300.00.

Section 1B

The salary schedules of all employees covered by this Agreement shall be increased in accordance with Section 1A.

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CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP ?
100	Account Clerk	19130	19467	19805	19742	20480	20836	
200	Graphic Artist	19098	19751	20404	21057	21710	22363	
800	Assistant Buyer	20650	21110	21570	22210	22490	22950	
600	Assistant Custodian	19540	19983	20426	20869	21313	21756	
014	Delivery Worker	19984	20301	20617	20934	21250	21621	
016	Truck Öriver	19984	20301	20617	20934	21250	21621	
018	Bus Attendant 12 mo.	20533	20849	21160	21482	21799	22115	
019	School Security Grd Bil	20533	20849	21160	21482	21799	22115	
020	Account Clerk Typing	19630	19967	20305	20742	20980	21336	
021	Clerk	18829	19124	19420	19715	20011	20306	
024	Clerk Steno Ad. Office	19124	19420	19715	2001	20306	20602	
026	Clerk Typist	18829	19124	19420	19715	20011	20306	
027	Computer Operator	21852	22295	22738	23181	23624	24050	
028	Console Operator	19163	19606	20049	20492	20935	21379	
030	Chauffeur	19984	20301	20617	20934	21250	21567	2373
031	Data Control Clerk	20902	21408	21915	22421	22928	23434	
034	Omnibus Operator I	20484	20801	21117	21484	21750	22121	
032	Dent. Asst. 10 mo.	20744	21160	21588	22010	22423	22854	
040	Expeditor	20216	20660	20744	21008	21271	21535	
042	Head Expeditor	22314	22727	23161	23617	24095	24597	
4	Head Account Clerk	22020	22463	22907	23392	23790	24210	
046	Personnel Clerk Typing	19874	20198	20538	20895	21370	21764	
047	Keypunch Operator	19214	19636	20058	20484	20875	21324	
049	Laborer	20000	20316	20633	20994	21236	21762	
054	Ele Tec Egg Tec	20744	21160	21588	22010	22423	22854	
055	Nurses Aide	19109	19467	19556	20185	20543	20900	
026	Medical Transcriber	20395	20770	21164	22077	22011	22445	
057	Principal Account Clerk	20617	20986	21356	21729	22094	22463	

CODE #	TILE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
058	Principal Clerk	23217	23586	23956	24329	24694	25063	
020	Principal Clerk Bkkpr	23671	24114	24557	25000	25443	25886	
98	Principal Clerk Steno	23771	24214	24657	25100	24543	25986	
198	Programmer	26250	26850	27450	28050	28650	29256	
8	Radio Per. Tech	23397	23903	24401	24916	25422	25929	
965	Bil Clerk Typing	21429	21724	22020	22315	22611	22906	
690	School Security Guard	23133	23449	23760	24082	24399	24715	
020	Security Guard TPAF	23133	23449	23760	24082	24399	24715	
073	Senior Clerk	22638	22995	23370	23764	24177	24611	
074	Sr. Clerk Typist	22995	23370	23764	24177	24611	25045	
920	Data Entry Mach Operator	22194	22563	22932	23302	23671	24040	
620	Sr. Personnel Clerk	22638	22995	23370	23764	24177	24611	
082	Principal Pers Clerk	23671	24114	24557	25000	25443	25956	
083	Statistical Clerk	23764	24177	24611	25067	25545	26047	
985	Stock Clerk	22431	22800	23170	23539	23908	24277	
980	Stock Handler	22236	22705	23075	23444	23813	24182	
880	Sr. Textbook Tech.	24914	25327	25761	26217	26695	27197	
680	Prin. Account Cik. Tvp.	23717	24086	24456	24829	25194	25563	
992	Systems Analyst	31250	31850	32450	33050	33650	34250	
5	Employee Benefit Clerk	23183	23495	23870	24264	24677	25111	
101	Textbook Tech.	23238	23608	24346	24677	24715	25085	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP ?
102	Visual Aid Tech	19873	20243	20612	20981	21350	21720	
103	X-Ray Tech 10 mo.	21987	22409	22831	23253	23675	24097	
\$	Senior Clerk Bkkpr	20038	20395	20770	21164	21577	22011	
105	Senior Account Clerk	20038	20395	20770	21164	21577	22011	
107	Office App. Operator	18829	19124	19420	19715	20011	20306	
108	Electronics Repairer	22700	23200	23700	24200	24700	25200	
109	Senior Clerk Steno	20495	20870	21264	21677	22111	22545	
Ξ	Offset Machine Operator	19129	19424	19720	20015	20311	20606	
123	Recept Typing	20198	20538	20895	21370	21764	22177	
125	Health Benefit Clerk	21270	21664	22077	22511	22967	23490	
137	Sr. Library Asst. Typing	20395	20770	21164	21577	22011	22445	
145	Principal Clerk Typing	21117	21486	21856	22229	22594	22963	
146	Principal Lib. EDP	24538	25109	25716	26360	27033	27748	
147	Sr. EDP Ctl Clerk	23485	23907	24325	24750	25150	25550	
153	Community Serv. Planner	23097	23680	24263	24846	25429	26010	
156	Laborer Maintenance	20000	20316	20633	20949	21266	21582	
157	Sr. Maintenance Rep.	20881	21197	21514	21758	22147	11463	
158	Upholsterer	21290	21790	22290	22790	23290	23790	
159	Principal Lib. Asst.	20638	21008	21377	21746	22115	22485	
161	Electrical Repairer	20944	21261	21577	21894	22210	23028	
162	Tool Clerk	13354						
163	Pur Mat Con Clerk	22020	22440	22860	23290	23700	24120	
166	Mechanic Auto	25700	26100	26500	26900	27300	27700	
168	Sr. Off. Appl. Operator	19594	19963	20332	20702	21071	21440	
169	Mail Clerk	18829	19124	19420	19715	20011	20306	

<i>s</i>	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP
hotographer 2	25619	26304	27023	27773	28569	29402	
Asst .	25619	26304	27023	27773	28569	29402	
St.	26512	27253	28027	28849	29694	30590	
Aide 2	22674	23014	23562	24136	24740	25371	
lerk	21071	21514	21957	22400	22843	23286	
II Clerk	20038	20395	20770	21164	21577	22011	
	25178	25759	26366	27010	27683	28398	
cer 2	21388	21810	22232	22654	23076	23498	
Clerk	19422	19716	21024	20348	20688	21045	
ontrol Clerk	23985	24407	24825	25250	25650	26050	
+-	22661	23117	23597	24095	24624	25178	
.,	21571	22014	22457	22900	23343	23786	
roperty	19620	19900	20180	20460	20740	21020	
ommunications Oper.	19124	19420	19715	20011	20306	20602	
Mach. Oper.	19374	19698	20038	20395	20770	21164	
nvestigator 2	26105	26828	27597	28386	29223	30102	
ranscriber 2	20395	20770	21164	21577	22010	22445	
Helper 2	24427	24973	25573	26192	26847	28039	
no Bil.	19594	19963	20232	20702	21071	21440	
n. Clk. Typist 2	21270	21664	22077	22511	22967	23490	
ry Mach Öper.	21290	21790	22290	22790	23290	23790	
Clerk	20617	20986	21356	21725	22094	22463	
Clerk	20770	21164	21577	22011	22467	22990	
Insp. 2	23677	24209	24716	25222	25737	26233	
Mechanic's Helper	21852	22295	22738	23181	23624	24150	
Clerk ant erk serty Oper. Pper. II. II. K	20038 25178 19422 23985 23985 22661 19124 19374 19374 2427 2427 21290		20395 25759 21810 19716 22407 23117 22014 19900 19698 20770 24973 21664 21790 21790 21164 24209	20395 20770 25759 26366 21810 22232 19716 21024 22407 24825 23117 23597 22014 22457 19900 20180 19420 19715 19698 20038 26828 27597 20770 21164 24973 25573 19963 20232 2164 22077 21790 22290 20986 21356 21164 21577 24209 24716		20770 26366 22232 21024 21024 23597 22457 20038 27597 21164 225573 20232 22290 21356 22738	20770 21164 26366 27010 22232 22654 21024 20348 24825 25250 23597 24095 22457 22900 20180 20460 19715 20011 20038 20395 27597 28386 21164 21577 25573 26192 222077 22511 22290 22790 21356 21725 22290 22790 21356 21725 22290 22790 22290 22790 22290 22790 22738 23181

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP
220	Senior Account Clk. Typ	20094	20463	20832	21202	21571	21940	
222	Sr. School Con. Insp.	25458	26096	26764	27462	28203	28977	
225	Asst. Pers. Tech Typ	25617	26341	27101	27899	28739	29620	
228	Word Processing Oper.	22621	23064	23507	23950	23663	23836	
256	Dissem Specialist	25841	26590	27366	28142	28918	29694	
257	Bus Escort PT	10236						
	Receptionist	19698	20038	20395	20770	21164	21577	
	Telephone Operator	19267	19636	20005	20375	20744	21113	
	Fork Lift Operator	20390	20806	21222	21608	22054	22470	
	Tele Oper Recpt Typ	20198	20538	20895	21370	21764	22177	
	Recept Typing Bil.	20198	20538	20895	21370	21764	22177	
	Architectural Assistant	25326	26133	26973	27856	28859	29788	
58 6	Field Rep Cont Compliance	27689	28499	29359	30258	31160	32062	
00 00 00 00	Custodial Worker	19763	20058	20353	20649	20944	21240	
93	Custodial Wkr. TPAF	19763	20058	20353	20649	20944	21240	
906	Instrusion Alarm Spec.	21920	22314	22727	23161	23617	24095	
320	Senior Sch. Sec. Guard	20833	21149	21465	21781	22097	22415	
327	Training Tech Typing	22826	23301	23800	24325	24875	25422	
34	Asst. Coor F/S Aid	26635	27433	28272	29147	30076	31047	
342	Sr. Computer Operator	26259	26866	27510	28183	28898	29632	
343	Asst. Pers. Tech.	24784	25508	26268	27066	27906	28787	
352	Pension Fund Tech.	25733	26466	27236	28038	28890	29781	
354	Personnel Clerk	19374	19698	20038	20395	20770	21164	
960	Sr. Microfilm Operator	19874	20198	20538	20895	21270	21664	
361	Programmer Analyst	26259	26866	27510	28183	28898	29632	
365	Budget Assistant	24097	24624	25178	25759	26360	27010	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP
	Sr. Pers. Clk Typing	20395	20770	21164	21577	22011	22445	
367	Administrative Clerk	23784	24358	24868	25384	25919	26428	
	Senior Buyer	26259	26806	27510	28183	28898	29632	
	Buyer	21809	22250	22696	23139	23582	24018	
	Research Assistant	32144	33106	34118	35180	36295	37466	
	Bil Clerk Steno	19124	19420	19715	20011	20306	20602	
	Lifequard	18559	18890	19221	19552	19883	20738	
	Transportation Coord	23980	24530	25107	25682	26350	27019	
	Sr. Audio Visual Tech	21072	21572	22072	22572	23072	23572	
	Bil Clerk Typing 10 mo.	17483	17913	18163	18413	18663	18913	
302	Maint Repairer Welder	22631	22947	23264	23508	23897	24213	

SALARY SCHEDULE FOR 1990-91

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
100	Account Clerk	20430	20767	21105	21042	21780	22136	
200	Graphic Artist	20398	21051	21704	22357	23010	23663	
800	Assistant Buyer	21950	22410	22870	23510	23790	24250	
600	Assistant Custodian	20840	21283	21726	22169	22613	23056	
014	Delivery Worker	21284	21601	21917	22234	22550	22921	
016	Truck Ďriver	21284	21601	21917	22234	22550	22921	
018	Bus Attendant 12 mo.	21833	22149	22460	22782	23099	23415	
019	School Security Grd Bil	21833	22149	22460	22782	23099	23415	
020	Account Clerk Typing	20930	21267	21605	22042	22280	22636	
021	Clerk	20129	20424	20720	21015	21311	21606	
024	Clerk Steno Ad. Office	20424	20720	21015	21311	21606	21902	
026	Clerk Typist	20129	20424	20720	21015	21311	21606	
027	Computer Operator	23152	23595	24038	24481	24924	25350	
028	Console Operator	20463	20906	21349	21792	22235	22679	
030	Chauffeur	21284	21601	21917	22234	22550	22867	25038
031	Data Control Clerk	22202	22708	23215	23721	24228	24734	
934	Omnibus Operator I	21784	22101	22417	22784	23050	23421	
035	Dent. Asst. 10 mo.	22044	22460	22888	23310	23723	24154	
040	Expeditor	21516	21960	22044	22308	22571	22835	
042	Head Expeditor	23614	24027	24461	24917	25395	25897	
9 4	Head Account Clerk	23320	23763	24207	24692	25090	25510	
046	Personnel Clerk Typing	21174	21498	21838	22195	22670	23064	
740	Keypunch Operator	20514	20936	21358	21784	22175	22624	
049	Laborer	21300	21616	21933	22294	22536	23062	
054	Ele Tec Egg Tec	22044	22460	22888	23310	23723	24154	
055	Nurses Aide	20409	20767	20856	21485	21843	22200	
026	Medical Transcriber	21695	22070	22464	23377	23311	23745	
057	Principal Account Clerk	21917	22286	22656	23029	23394	23763	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP
058	Principal Clerk	21917	22286	22656	23029	23394	23763	
029	Principal Clerk Bkkpr	22371	22814	23257	23700	24143	24586	
090		22471	22914	23357	23800	23243	24686	
061	Programmer	24950	25550	26150	26750	27350	27956	
964	Radio Per. Tech	22097	22603	23101	23616	24122	24629	
065	Bil Clerk Typing	20129	20424	20720	21015	21311	21606	
690	School Security Guard	21833	22149	22460	22782	23099	23415	
070	Security Guard TPAF	21833	22149	22460	22787	23099	23415	
073	Senior Clerk	21338	21695	22070	22464	22877	23311	
074	Sr. Clerk Typist	21695	22070	22464	22877	23311	23745	
920	Data Entry Mach Operator	20894	21263	21632	23002	22371	22740	
079	Sr. Personnel Clerk	21338	21695	22070	22464	22877	23311	
085	Principal Pers Clerk	22371	22814	23257	23700	24143	24656	
083	Statistical Clerk	22464	22877	23311	23767	24245	24747	
082	Stock Clerk	21131	21500	21870	22239	22608	22977	
980	Stock Handler	21036	21405	21775	22144	22513	22882	
088	Sr. Textbook Tech.	23614	24027	24461	24917	25395	25897	
680	Prin. Account Clk. Tvp.	22417	22786	23156	23529	23894	24263	
095	Systems Analyst	29950	30550	31150	31750	32350	32950	
8	Employee Benefit Clerk	21883	22195	22570	22964	23377	23811	
101	Textbook Tech.	21938	22308	23046	23377	23415	23785	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
102	Visual Aid Tech	21173	21543	21912	22281	22650	23020	
103	X-Ray Tech 10 mo.	23287	23709	24131	24553	24975	25397	
401	Senior Clerk Bkkpr	21338	21695	22070	22464	22877	23311	
105	Senior Account Clerk	21338	21695	22070	22464	22877	23311	
107	Office App. Operator	20129	20424	20720	21015	21311	21606	
108	Electronics Repairer	24000	24500	25000	25500	26000	26500	
109	Senior Clerk Steno	21795	22170	22564	22977	23411	23845	
=	Offset Machine Operator	20429	20724	21020	21315	21611	21906	
123	Recept Typing	21498	21838	22195	22670	23064	23477	
125	Health Benefit Clerk	22570	22964	23377	23811	24267	24790	
137	مَ	21695	22070	22464	22877	23311	23745	
145	Principal Clerk Typing	22417	22786	23156	23529	23894	24263	
146	Principal Lib. EDP	25838	26409	27016	27660	28333	29048	
147	Sr. EDP Ctl Clerk	24785	25207	25625	26050	26450	26850	
153	Community Serv. Planner	24397	24980	25563	26146	26729	27310	
156	<u>,</u> ,	21300	21616	21933	22249	22566	22882	
157	Sr. Maintenance Rep.	22181	22497	22814	23058	23447	23763	
158	Upholsterer	22590	23090	23590	24090	24590	25090	
159	Principal Lib. Asst.	21938	22308	22677	23046	23415	23785	
161	Electrical Repairer	22244	22561	22877	23194	23510	24328	
162	Tool Clerk	14654						
163	Pur Mat Con Clerk	23320	23740	24160	24590	25000	25420	
166	Mechanic Auto	27000	27400	27800	28200	28600	29000	
168	Sr. Off. Appl. Operator	20894	21263	21632	22002	22371	22740	
169	Mail Clerk	20129	20424	20720	21015	21311	21606	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
171	Photorapher	26919	27604	28323	29073	29869	30702	
172	Public Inform Asst.	26919	27604	28323	29073	29869	30702	
173	Sr. Public Info Asst.	27812	28553	29327	30149	30994	31890	
175	Public Information Aide	23974	24314	24862	25436	26040	26671	
178	Principal Payroll Clerk	22371	22814	23257	23700	24143	24586	
179	Senior Pavroll Clerk	21338	21695	22070	22464	22877	23311	
180	Investigator	26478	27059	27666	28310	28983	29698	
181	Security Officer	22688	23110	23532	23954	24376	24798	
182	Payroll Clerk	20722	21016	22324	21648	21988	22345	
183	Prin. Data Control Clerk	25285	25707	26125	26550	26950	27350	
186	Accounting Assistant	23961	24417	24897	25395	25924	26478	
187	Payroll Control Clerk	22871	23314	23757	24200	24643	25086	
191	Guard Public Property	20920	21200	21480	21760	22040	22320	
192	Communications Oper.	20424	20720	21015	21311	21606	21902	
205	Microfilm Mach. Oper.	20674	20998	21338	21695	22070	22464	
207	Sr. Investigator	27405	28128	28897	29686	30523	31402	
208	Sr. Clerk Transcriber	21695	22070	22464	22877	23310	23745	
509	Steamfitter Helper	25727	26273	26673	27492	28147	29339	
210	Sr. Clerk Steno Bil.	20894	21263	21532	22002	22371	22740	
211	Sr. Emp. Ben. Clk. Tvpist	22570	22964	23377	23811	24267	24790	
214	Sr. Data Entry Mach Oper.	22590	23090	23590	24090	24590	25090	
215	Sr. Stock Clerk	21917	22286	22656	23025	23394	23763	
216	Sr. Emp Ben Clerk	22070	22464	22877	23311	23767	24290	
217	Construction Insp.	24977	25509	26016	26522	27037	27533	
219	Mechanic's Helper	23152	23595	24038	24481	24924	25450	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
220	Senior Account Clk. Typ	21394	21763	22132	22502	22871	23240	
222	Sr. School Con. Insp.	26758	27396	28064	28762	29503	30277	
225	Asst. Pers. Tech Typ	26917	27641	28401	29199	30039	30920	
228	Word Processing Oper.	23921	24364	24807	25250	24963	25136	
256	Dissem Specialist	27141	27890	28666	29442	30218	30994	
257	Bus Escort PT	11536						
258	Receptionist	20998	21338	21695	22070	22464	22877	
271	Telephone Operator	20567	20936	21305	21675	22044	22413	
273	Fork Lift Operator	21690	22106	22522	22908	23354	23770	
274	Tele Oper Recept Typ	21498	21838	22195	22670	23064	23477	
275	Recept Typing Bil.	21498	21838	22195	22670	23064	23477	
584	Archiectural Assistant	26626	27433	28273	29156	30159	31088	
286	Field Rep Cont Compliance	28989	29799	30659	31558	32460	33362	
900	Custodial Worker	21063	21358	21653	21949	22244	22540	
99	Custodial Wkr. TPAF	21063	21358	21653	21949	22244	22540	
306	Instrusion Alarm Spec.	23220	23614	24027	24461	24917	25395	
320	Senior Sch. Sec. Guard	22133	22449	22765	23081	23397	23715	
327	Training Tech Typing	24126	24601	25100	25625	26175	26722	
341	Asst. Coor F/S Aid	27935	28733	29572	30447	31376	32347	
342	Sr. Computer Operator	27559	28166	28810	29483	30198	30932	
343	Asst. Pers. Tech.	26084	26808	27568	28366	29206	30087	
352	Pension Fund Tech.	27033	27766	28536	29338	30190	31081	
354	Personnel Clerk	20674	20978	21338	21695	22070	22464	
360	Sr. Microfilm Operator	21174	21498	21838	22195	22570	22964	
361	Programmer Analyst	27559	28166	28810	29483	30198	30932	
365	Budget Assistant	25397	25924	26478	27059	27660	28310	

STEP 7

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	•
366	Sr. Pers. Clk Typing	21695	22070	22464	22877	23311	23745	
367	Administrative Clerk	25084	25658	26168	26684	27219	27728	
369	Senior Buyer	27559	28106	28810	29483	30198	30932	
370	Buyer	23109	23550	23996	24439	24882	25318	
528	Research Assistant	33444	34406	35418	36480	37595	38766	
755	Bil Clerk Steno	20424	20720	21015	21311	21606	21902	
957	Lifeguard	19859	20190	20521	20852	21183	22038	
	Transportation Coord	25280	25830	26407	26982	27650	28319	
	Sr. Audio Visual Tech	22372	22872	23372	23872	24372	24872	
	Bil Clerk Typing 10 mo.	18783	19213	19463	19713	19963	20213	
	Relocation Site Coord	21838	22195	22570	22964	23377	23811	
305	Maint Repairer Welder	23931	24247	24564	24808	25197	25513	

SALARY SCHEDULE FOR 1991-92

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
100	Account Clerk	21730	22067	22405	22342	23080	23436	
200	Graphic Artist	21698	22351	23004	23657	24310	24963	
800	Assistant Buyer	23250	23710	24170	24810	25090	25550	
600	Assistant Custodian	22140	22583	23026	23469	23913	24356	
014	Delivery Worker	22584	22901	23217	23534	23850	24221	
016	Truck Ďriver	22584	22901	23217	23534	23850	24221	
018	Bus Attendant 12 mo.	23133	23449	23760	24082	24399	24715	
019	School Security Grd Bil	23133	23449	23760	24082	24399	24715	
020	Account Clerk Typing	22230	22567	22905	23342	23580	23936	
021	Clerk	21429	21724	22020	22315	22611	22906	
024	Clerk Steno Ad. Office	21724	22020	22315	22611	22906	23202	
026	Clerk Typist	21429	21724	22020	22315	22611	22906	
027	Computer Operator	24452	24895	25338	25781	26224	26650	
028	Console Operator	21763	22206	22649	23092	23535	23979	
030	Chauffeur	22584	22901	23217	23534	23850	24167	26338
031	Data Control Clerk	23502	24008	24515	25021	25528	26034	
034	Omnibus Operator I	23084	23401	23717	24084	24350	24721	
035	Dent. Asst. 10 mo.	23344	23760	24188	24610	25023	25454	
040	Expeditor	22816	23260	23344	23608	23871	24135	
042	Head Expeditor	24914	25327	25761	26217	26695	27197	
044	Head Account Clerk	24620	25063	25507	25992	26390	26810	
046	Personnel Clerk Typing	22474	22798	23138	23495	23970	24364	
047	Keypunch Operator	21814	22236	22658	23084	23475	23924	
049	Laborer	22600	22916	23233	23594	23836	24362	
054	Ele Tec Egg Tec	23344	23760	24188	24610	25023	25454	
055	Nurses Aide	21709	22067	22156	22785	23143	23500	
026	Medical Transcriber	22995	23370	23764	24677	24611	25045	
057	Principal Account Clerk	23217	23586	23956	24329	24694	25063	

CODE #	TIME	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
058	Principal Clerk	20617	20986	21356	21729	22094	22463	
020	Principal Clerk Bkkpr	21071	21514	21957	22400	22843	23286	
90	Principal Clerk Steno	21171	21614	22057	22500	21943	23386	
190	Programmer	23650	24250	24850	25450	26050	26656	
98	Radio Per. Tech	20797	21303	21801	22316	22822	23329	
065	Bil Clerk Tvoing	18829	19124	19420	19715	20011	20306	
690	School Security Guard	20533	20849	21160	21482	21799	22115	
020	Security Guard TPAF	20533	20849	21160	21482	21799	22115	
073	Senior Clerk	20038	20395	20770	21164	21577	22011	
074	Sr. Clerk Typist	20395	20770	21164	21577	22011	22445	
920	Data Entry Mach Operator	19594	19963	20332	20702	21071	21440	
620	Sr. Personnel Clerk	20038	20395	20770	21164	21577	22011	
085	Principal Pers Clerk	21071	21514	21957	22400	22843	23356	
83	Statistical Clark	21164	21577	22011	22467	22945	23447	
085	Stock Clerk	19831	20200	20570	20939	21308	21677	
980	Stock Handler	19736	20105	20475	20844	21213	21582	
880	Sr. Textbook Tech.	22314	22727	23161	23617	24095	24597	
680	Prin. Account Cik. Tvp.	21117	21486	21856	22229	22594	22963	
082	Systems Analyst	28650	29250	29850	30450	31050	31650	
9	Employee Benefit Clerk	20583	20895	21270	21664	22077	22511	
5	Textbook Tech.	20638	21008	21746	22077	22115	22485	

CODE #	TILE.	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
102	Visual Aid Tech	22473	22843	23212	23581	23950	24320	
<u>ද</u>	X-Ray Tech 10 mo.	24587	25009	25431	25853	26275	26697	
호	Senior Clerk Bkkpr	22638	22995	23370	23764	24177	24611	
1 05	Senior Account Clerk	22638	22995	23370	23764	24177	24611	
107	Office App. Operator	24129	21724	22020	22315	22611	22906	
90	Electronics Repairer	25300	25800	26300	26800	27300	27800	
109	Senior Clerk Steno	23095	23470	23864	24277	24711	25145	
Ξ	Offset Machine Operator	21729	22024	22320	22615	22911	23206	
123	Recept Typing	22798	23138	23495	23970	24364	24777	
125	Health Benefit Clerk	23870	24264	24677	25111	25567	26090	
137	Sr. Library Asst. Typing	22995	23370	23764	24177	24611	25045	
145	Principal Clerk Typing	23717	24086	24456	24829	25194	25563	
146	Principal Lib. EDP	27138	27709	28316	28960	29633	30348	
147	Sr. EDP Ctl Clerk	26085	26507	26925	27350	27750	28150	
153	Community Serv. Planner	25697	26280	26863	27446	28029	28610	
156	Laborer Maintenance	22600	22916	23233	23549	23866	24182	
157	Sr. Maintenance Rep.	23481	23797	24114	24358	24747	25063	
158	Upholsterer	23890	24390	24890	25390	25890	26390	
159	Principal Llb. Asst.	23238	23608	23977	24346	24715	25085	
161	Electrical Repairer	23544	23861	24177	24494	24810	25628	
162	Tool Clerk	15954	300	1300	1300	1300	1300	
<u>8</u>	Pur Mat Con Clerk	24620	25040	25460	25890	26300	26720	
166	Mechanic Auto	28300	28700	29100	29500	29900	30300	
89	Sr. Off. Appl. Operator	22194	22563	22932	23302	23671	24040	
9	Mail Clerk	24129	21724	22020	22315	22611	22906	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6.	STEP
171	Photographer	28219	28904	29623	30373	31169	32002	
172	Public Inform Asst	28219	28904	29623	30373	31169	32002	
173	Sr. Public Info Asst.	29112	29853	30627	31449	32294	33190	
175	Public Information Aide	25274	25614	26162	26736	27340	27971	
178	Principal Payroll Clerk	23671	24114	24557	25000	25443	25886	
179	Senior Payroll Clerk	22638	22995	23370	23764	24177	24611	
180	Investigator	27778	28359	28966	29610	30283	30998	
181	Security Officer	23988	24410	24832	25254	25676	26098	
182	Payroll Clerk	22022	22316	23624	22948	23288	23645	
183	Prin. Data Control Clerk	26585	27007	27425	27850	28250	28650	
186	Accounting Assistant	25261	25717	26197	26695	27224	27778	
187	Payroll Control Clerk	24171	24614	25057	25500	25943	26386	
191	Guard Public Property	22220	22500	22780	23060	23340	23620	
192	Communications Oper.	21724	22020	22315	22611	22906	23202	
202	Microfilm Mach. Oper.	21974	22298	22638	22995	23370	23764	
202	Sr. Investigator	28705	29428	30197	30986	31823	32702	
508	Sr. Clerk Transcriber	22995	23370	23764	24177	24610	25045	
508	Steamfitter Helper	27027	27573	28173	28792	29447	30639	
210	Sr. Clerk Steno Bil.	22194	22563	22832	23302	23671	24040	
211	Sr. Emp. Ben. Clk. Typist	23870	24264	24677	25111	25567	26090	
214	Sr. Data Entry Mach Oper.	23890	24390	24890	25390	25890	26390	
215	Sr. Stock Clerk	23217	23586	23956	24325	24694	25063	
216	Sr. Emp Ben Clerk	23370	23764	24177	24611	25067	25590	
217	Construction Insp.	26277	26809	27316	27822	28337	28833	
219	Mechanic's Helper	24452	24895	25338	25781	26224	26750	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Senior Account Clk. Typ	22694	23063	23432	23802	24171	24540	
	Sr. School Con. Insp.	28058	28696	29364	30062	30803	31577	
	Asst. Pers. Tech Typ	28217	28941	29701	30499	31339	32220	
	Word Processing Oper.	25221	25664	26107	26550	26263	26436	
	Dissem Specialist	28441	29190	29966	30742	31518	32294	
	Bus Escort PT	12836		•				
	Receptionist	22298	22638	22995	23370	23764	24177	
	Telephone Operator	21867	22236	22605	22975	23344	23713	
	Fork Lift Operator	22990	23406	23822	24208	24654	25070	
	Tele Oper Recpt Typ	22798	23138	23495	23970	24364	24777	
	Recept Typing Bil.	22798	23138	23495	23970	24364	24777	
	Architectural Assistant	27926	28733	29573	30456	31459	32388	
	Field Rep Cont Compliance	30289	31099	31959	32858	33760	34662	
	Custodial Worker	22363	22658	22953	23249	23544	23840	
	Custodial Wkr. TPAF	22363	22658	22953	23249	23544	23840	
	Instrusion Alarm Spec.	24520	24914	25327	25761	26217	26695	
	Senior Sch. Sec. Guard	23433	23749	24065	24381	24697	25015	
	Training Tech Typing	25426	25901	26400	26925	27475	28022	
	Asst. Coor F/S Aid	29235	30033	30872	31747	32676	33647	
	Sr. Computer Operator	28859	29466	30110	30783	31498	32232	
	Asst. Pers. Tech.	27384	28108	28868	29666	30506	31387	
	Pension Fund Tech.	28333	29066	29836	30638	31490	32381	
	Personnel Clerk	21974	22298	22638	22995	23370	23764	
	Sr. Microfilm Operator	22474	22798	23138	23495	23870	24264	
	Programmer Analyst	28859	29466	30110	30783	31498	32232	
	Budget Assistant	26697	27224	27778	28359	28960	29610	

CODE #	TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STE
366	Sr. Pers. Clk Typing	22995	23370	23764	24177	24611	25045	
367	Administrative Clerk	26384	26958	27468	27984	28519	29028	
369	Senior Buyer	28859	29406	30110	30783	31498	32232	
370	Buyer	24409	24850	25296	25739	26182	26618	
528	Research Assistant	34744	35706	36718	37780	38895	40066	
755	Bil Clerk Steno	21724	22020	22315	22611	22906	23202	
957	Lifequard	21159	21490	21821	22152	22483	23338	
	Transportation Coord	26580	27130	27707	28282	28950	29619	
	Sr. Audio Visual Tech	23672	24172	24672	25172	25672	26172	
	Bil Clerk Typing 10 mo.	20083	20513	20763	21013	21263	21513	
	Relocation Site Coord.	23138	23495	23870	24264	24677	25111	
302	Maint Repairer Welder	25231	25547	25864	26108	26497	26497	

Section 1C

The following shall be the per diem rate for the job classification listed below:

Title		Rate	
	1989-90	1990-91	1991-92
Bus Attendants	\$42.00	\$42.00	\$44.00
Custodial Workers	42.00	42.00	44.00
Guard-Public Property	42.00	42.00	44.00
Security Guard	42.00	42.00	44.00
Clerk	42.00	42.00	44.00
Stock Handler	42.00	42.00	44.00
Clerk Typist	42.00	42.00	44.00
Clerk Steno	42.00	42.00	44.00
Research Assistant	69.85		
Lifeguard (Summer)	8.00 p/h	8.00 p/h	8.00 p/h

Section 1D

The hourly rates for Part time Security Guards shall be as follows:

Effective March 1, 1989	\$8.50 per hour
Effective March 1, 1990	\$9.00 per hour
Effective March 1, 1991	\$9.50 per hour

Section 1E

Effective March 1, 1986, salary for Bus Escorts shall be Seven (\$7.00) dollars per hour.

Effective March 1, 1987, salary for Bus Escorts shall be Eight (\$8.00) dollars per hour.

Effective March 1, 1988, salary for Bus Escorts shall be Nine (\$9.00) dollars per hour.

Section 2

All individuals shall be placed on the step according to their length of service.

Section 3

The current practice giving one (1) longevity payment in the 20th year and one (1) in the 25th year shall be continued. The longevity payments shall be equal to one increment each.

Section 4

Payroll errors shall be corrected within forty-eight (48) hours of the time the error is reported by the effected employee.

There shall be no difference between the pay given to any worker carrying out a full program of work or services regardless of sex.

Section 6

All employees working the night shift shall receive their paychecks on payday.

Section 7

Any employee absent because of vacation, personal day, injury on the job or extended sick leave shall receive their paycheck on the specific pay day of the employee. For this section only, extended sick leave shall be defined as an absence of two (2) days or more.

Section 8

Any employee who is to be garnisheed will be furnished written notice of said garnishee once it is received by the Board of Education.

ARTICLE XXX

Provisions Applicable to Bus Attendants

Section 1 — Board Association Meetings

At the request of either party, meetings shall be scheduled between the Board and the Union in behalf of the bus attendants, to discuss matters of mutual concern in terms of the welfare of the handicapped students. No more than three (3) such meetings may be required in any school year unless the parties otherwise agree.

At least one (1) full week prior to the holding of each such meeting the Union will meet with a duly authorized representative of the Board to review the topics to be discussed. Should the Boards representative have the authority to make a final determination per se, of matters to be discussed, they may be determined without waiting for further action by the Board.

Section 2 — Copy of Agenda

The Board shall make available to the Union one (1) copy of the official agenda of each public Board meeting, where such agenda directly affects the School Bus Attendants or their Association, provided further that the Board has sufficient notice of the agenda to do so.

Section 3 — School Bus Capacity

No Newark School bus using School Bus Attendants shall carry more children than prescribed by the Newark Board of Education, which is not to exceed the total number of seats available exclusive of the driver and attendant.

Section 4 — Uniforms and Essential Equipment

Should the Board require any uniforms or other equipment to be used by the Bus Attendants in the performance of their duties, the Board shall supply and maintain these items, including the reasonable cost of laundering.

Section 5 — Protection Against Civil or Criminal Action Under N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1

- (a) Negligence—Whenever any civil action has been or shall be brought against a Bus Attendant for any act or omission arising out of and in the course of the performance of the duties of such Bus Attendant, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with the cost of appeal, if any, and shall save harmless and protect such persons from any financial loss resulting therefrom; and the Board may arrange for an maintain appropriate insurance to cover all such damages, losses, or expenses. Bus Attendants will immediately report all incidents of personal or property damage to their immediate superior.
- (b) Assault and Personal Injury In the event any criminal action instituted against a Bus Attendant for any act or omission and should such proceeding be dismissed or result in a final disposition in favor of such bus attendant, the Board shall reimburse the Bus Attendant for the rest of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

Section 6 — Military Leave

- (a) Military leaves of absence without pay will be granted to a permanent Bus Attendant inducted into the Armed Forces for the reqired length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.
- (b) A Bus Attendant will be eligible for military leave of absence if ordered to report for civilian work in the National Interest under the current provisions of the Selective Service and Training Act applying to conscientious objectors.
- (c) Upon return to the school system, such inducted Bus Attendant will be placed on a step of the salary as if he had never left.

Section 7 — Reserve Duty

Bus Attendants called for active reserve duty for periods of two (2) weeks or less shall suffer no loss of pay or benefits for such periods.

Section 8

Any Bus Attendant returning to full time employment for the Board upon termination of any sick leave or any other leaves with pay, shall be returned to his previous assignment.

Section 9

Should a Bus Attendant perform overtime work on any day beginning at 4:00 p.m. and should such work require that said Bus Attendant work up to or past 8:00 p.m., said Bus Attendant shall be allowed one-half hour of unpaid time between 4:00 p.m. and 8:00 p.m. for purposes of supper time. Said Bus Attendant shall be paid up to Five Dollars (\$5.00) for purchase of a meal during such one-half hour supper time.

With the consent of the Bus Attendant involved and upon notificaton duly given to the Association, the scheduled hours for starting and ending the work day of a Bus Attendant may be altered, except that the length of the work day shall not be changed and the hours of the work days shall remain continous.

ARTICLE XXXI

Heaith and Safety

Section 1 — Committee

The Board agrees to maintain a Safety Committee to review and make recommendations concerning safety and sanitary conditions at work locations.

The Union shall appoint two members of this committee.

Section 2 — Generai

The Board agrees to exert every effort to provide for use of practices, materials and equipment to safeguard the Health and Safety of members of the unit.